



**SEIU 775
BENEFITS GROUP**

INSTRUCTIONAL SERVICES AGREEMENT

By and Between

SEIU HEALTHCARE NORTHWEST TRAINING PARTNERSHIP

And

“Contractor Name”

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INSTRUCTIONAL SERVICES AGREEMENT

This Instructional Services Agreement, dated as of July 1, 2025, is by and between SEIU Healthcare Northwest Training Partnership, a Washington trust, located at 215 Columbia Street Seattle, Washington, 98104 ("Training Partnership"), and Contractor Name, located at Contractor address, ("Contractor"). The parties hereby agree as follows:

1. Definitions

Unless otherwise specifically stated, the capitalized terms used in this Agreement have the meanings specified or referred to in Appendix I. Other terms are defined in the text of this Agreement and, throughout this Agreement, those terms have the meanings respectively given to them.

2. Term

The initial term of this Agreement will commence on the date hereof and continue until June 30, 2027, unless terminated earlier as provided in Section 3. At the expiration of the initial term, the agreement will automatically renew subject to satisfactory service delivery for a successive one-year period unless a party provides the other parties with notice of its intent not to renew this agreement at least 90 days prior to the expiration of the then-current term.

3. Termination

- a. This Agreement may be immediately terminated by written notice by either of the parties hereto; at its sole option, if the other party becomes subject to insolvency or bankruptcy proceedings or if a judicial decree or order is entered against a party under any bankruptcy law, or if a receiver, liquidator, trustee or other similar official is appointed by either party, or if either party makes an arrangement with its creditors or an assignment for the benefit of its creditors, or generally fails to pay its debts as they become due.
- b. This Agreement may be terminated by written notice by either of the parties hereto; at its sole option, if the other party commits any material breach of any of its obligations hereunder and, having been given written notice of that breach by the non-breaching party, fails to remedy such breach to the reasonable satisfaction of the non-reaching party within 20 days following receipt of such notice.
- c. Training Partnership may immediately terminate this Agreement if it determines, in accordance with, that a conflict-of-interest relationship exists between Contractor and Training Partnership.
- d. Training Partnership may terminate this Agreement or any portion hereof without cause and without the occurrence of a default upon 60 days advance written notice to Contractor.
- e. Upon any termination in accordance with this Section 3, Training Partnership will only be liable to pay for Services actually performed by Contractor prior to the effective date of such Termination less any fees owed to Training Partnership by Contractor.

- f. Sections 1, 3.e, 5, 7, 9, 11, 20, 21, 22 and 23 will survive any expiration or termination of this Agreement.

4. Services

- a. Except as otherwise set forth in this Agreement, Contractor will provide all Services in accordance with Appendix 2.
- b. Except for the Services performed in accordance with this Agreement, Contractor will not provide, and Training Partnership will be under no obligation to pay for, any other services. For the avoidance of doubt, nothing contained in this Agreement constitutes any guaranty by Training Partnership of the amount of Services that Training Partnership may schedule Contractor to provide under this Agreement.
- c. Without limiting the scope of Section 4.b above, Training Partnership will have no obligation to pay Contractor any fees, costs, expenses, or other amounts for: (i) registering Students for any Instructional Courses, it being understood that Training Partnership's website is the sole site for registration of Students;(ii) the instruction of any non-Training Partnership Students, with the exception of those former Training Partnership students whom were terminated without completion of Basic Training but whom will complete Basic Training without compensation;(iii) interpretation services; or (iv) texts for the Nurse Delegation Course, which Training Partnership will directly provide to Training Partnership Students enrolled in the Nurse Delegation Course.
- d. Notwithstanding anything in this Agreement to the contrary, Contractor may not provide any Services unless and until the Services are authorized by Training Partnership in accordance with Appendix 2, and Contractor will not be entitled to receive any Service Fees for providing Services until it has received such authorization from Training Partnership. Training Partnership's sole method for authorizing Services will be to schedule the Instructional Course constituting the Services in accordance with Appendix 2.

5. Confidentiality/Publicity

- a. This Agreement, including the rates, terms, and conditions set forth herein and in the attached Appendices, and all information provided to Contractor under this Agreement, including the identities and all personal information of Training Partnership Students and all instructional materials provided by Training Partnership constitute "Confidential Information" within the meaning of the NDA.
- b. Except as specially required under this Agreement or as directed in writing by Training Partnership, Contractor will not use any trade name, trademark, service mark, or logo, (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise without Training Partnership's prior written consent. All materials must be aligned with Training Partnership branding and adhere to Training Partnership brand and writing style guide and glossary as provided by the Training Partnership.
- c. Contractor will not issue press releases or other publicity relating to Training Partnership or

this Agreement or reference Training Partnership or its affiliates in any brochures, advertisements, client lists, or other promotional materials without Training Partnership's prior written consent.

- d. Contractor will not use its own trade name, trademark, service mark or logo in connection with any Services provided under this Agreement and all Instructional Courses must be advertised, branded, and promoted using Training Partnership's trade name, trademark, service mark, and logo.
- e. Contractor will utilize and present according to specification all branded materials and communications, electronic or otherwise. Branded materials and communications may include but are not be limited to instructional materials, communications, multimedia, wall fixtures, Instructor uniforms, and identification badges. The Training Partnership will assume the costs for providing branded materials. Limited quantities will be provided and any additional items above that will be assumed by the Contractor. There will be an identified shelf life for branded materials that will be replaced at regular intervals, and any materials that need to be replaced within that shelf life period due to damage, theft, etc. will be assumed by the Contractor.

6. Invoices and Payment

- a. **Service Fees.** Training Partnership will pay Contractor the rates described in Appendix 4, as may be amended by the parties from time to time, for Services rendered by Contractor under this Agreement (the "Services Fees"). Training Partnership will make no additional payments for any other services to Contractor outside of the rates described in Appendix 4, and Contractor is entitled to no other compensation or reimbursement for the Services or otherwise under this Agreement.
- b. **Invoices.** Contractor shall prepare a monthly invoice detailing the Service Fee(s), rate defined in Appendix 4, owed to Contractor for Services rendered during the previous month. Invoices should detail the Service(s) provided by learning vertical (i.e. BT7, BT70, BT30, CE, ND, AHCAS, etc.) and/or Service Fee line item, the rate of the service, and the quantity rendered. Training Partnership will validate an invoice for accuracy and pay within 30 days upon receipt via Electronic Funds Transfers. Contractor should submit an invoice no later than 20 days after the close of the month.

7. Records and Taxes

- a. **Records.** Contractor will, in accordance with generally accepted accounting principles, maintain and keep copies of all books and records relating to its provision of Services ("Contractor's Books and Records") during the term of this Agreement and for two years after the termination of this Agreement. Training Partnership may conduct, or cause to be conducted, an audit of Contractor's Books and Records (if (i) such audit is required by any law or court order or (ii) such audit is necessary), in the reasonable discretion of Training Partnership, to ensure Contractor's compliance with the terms and conditions of this Agreement, any law, or any court order. In conducting such audit, Training Partnership may, upon reasonable notice, during normal business hours, and after putting in place

reasonable measures to protect the confidentiality of Contractor's books and records, including entering into a commercially reasonable nondisclosure agreement, examine and make copies of Contractor's Books and Records.

- b. Taxes.** Each company will be responsible for and pay all taxes, duties, or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for any payments made under this Agreement.

8. Representations and Warranties

- a.** Contractor represents and warrants to Training Partnership that;
- b.** Contractor will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by skilled professionals rendering similar services, and will be subject to unannounced classroom inspections, class audits, and instructor evaluations.
- c.** The Services provided by or on behalf of Contractor will not violate or infringe any third party's patents, trade secrets, trademarks or other proprietary rights, provided, however, that any infringement of any third-party's rights will not be deemed a breach of this representation to the extent that such infringement resulted directly from Contractor's adherence to specific instructions of or decisions by Training Partnership;
- d.** Contractor and its staff, employees, contractors, and Instructors will comply, at Contractor's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Contractor's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals;
- e.** Contractor has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation, or order that is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; and
- f.** Contractor's staff, employees, contractors, and Instructors are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws.

9. Indemnification

To the extent permitted by law Contractor will indemnify, defend, and hold harmless Training Partnership and its subsidiaries and affiliates and their respective directors, officers, employees, agents, successors, and assigns ("Training Partnership indemnified Parties") from, against, and in respect of any and all allegations, claims, judgments (at equity or at law, including statutory and common) settlements, damages, liabilities, costs, expenses, penalties, fines, or losses (including reasonable attorneys' fees and expenses and amounts incurred in investigation) (collectively "Claims") arising out of or relating to:

- a.** any breach or inaccuracy or alleged breach or inaccuracy of any representation or warranty

of Contractor contained in this Agreement or in any certificate, document, or other written instrument contemplated by this Agreement, including the certification delivered by Contractor to Training Partnership under Section 18;

- i. any breach or alleged breach by Contractor of any covenant, agreement, undertaking, or other term of this Agreement;
 - ii. any Claim that instructional materials produced by Contractor under this Agreement misappropriate, violate, or infringe any proprietary rights of any third party;
 - iii. any failure by Contractor or its staff, employees, contractors, or Instructors to comply with any applicable Laws; or
 - iv. Contractor's negligence, gross negligence or willful misconduct, including any personal injury, death, or property damage arising there from.
- b. Contractor's indemnification obligation set forth in Section 9.a. will not apply to the extent such Claim results from:
 - i. any written materials or information provided by Training Partnership to Contractor for use in performing the Services or
 - ii. Training Partnership's negligence, gross negligence, or willful misconduct.
- b. Contractor will use counsel reasonably satisfactory to Training Partnership to defend each Claim, and Training Partnership will reasonably cooperate (at Contractor's expense) with Contractor in the defense. Training Partnership may also participate in the defense and settlement of any Claim using counsel of its own choosing at its own cost and expense.
- c. Neither Training Partnership nor Contractor will consent to the entry of any judgment or enter into any settlement without the prior written consent of both parties, not to be unreasonably withheld.

10. Insurance

Contractor will maintain in effect during the term of this Agreement policies of professional liability insurance and general liability insurance, each in an amount of not less than \$1,000,000 per occurrence or \$5,000,000 in the aggregate and naming Training Partnership as an additional insured. Contractor will provide a certificate evidencing such insurance to Training Partnership upon its request. If the policy is a "claims made" policy, Contractor will maintain the policy or a replacement policy for an additional period of three years beyond the termination of this Agreement. If Contractor is a state agency, then the state of Washington Self-Insurance Liability Program shall be deemed to comply with the insurance requirements of this Agreement.

11. Limitation of Liabilities

Except to the extent the same arise out of a breach of Section 5 and indemnification obligations

arising under Section 9, neither party will be liable to the other party under any circumstances for indirect, special, consequential, (including lost opportunities or profits), or punitive damages.

12. Instructors

- a. Contractor will hire or contract with, supervise and manage all Instructors in compliance with the terms of this Agreement.
- b. Contractor will enter into an agreement with each Instructor that includes a provision (which provision will be reasonably satisfactory to Training Partnership) that extends the terms of Section 13. a. to such Instructor.

13. Non-Compete Requirement

- a. Except for providing Services under this Agreement, during the term of this Agreement Contractor may not provide any Instructional Courses or services substantially similar to the Services to any Training Partnership Learners; provided, however, that Contractor may provide Instructional Courses to any Training Partnership Learners who are also Contractor's employees if no Instructional Course is being offered under this Agreement that meets Contractor's needs (including timing requirements) in ensuring that such employees fulfill their licensing or contractual training requirements.
- b. Contractor will enter into an agreement with each Instructor that they will sign a non-compete for the duration of employment.

14. Non-Disparagement

Contractor and its employee staff, and contractors, including all approved Instructors, will not disparage Training Partnership, its participating employers, labor unions or the State of Washington during the performance of any Services under this Agreement. Training Partnership will not disparage Contractor in any public statement.

15. Non-Discrimination, Political and Religious Activity

- a. Contractor and its staff, employees, contractors, and Instructors will comply with Training Partnership's anti-discrimination policy during the performance of all Services under this Agreement. Training Partnership's non-discrimination policy is as follows:

The SEIU Healthcare NW Training Partnership ("Partnership") admits students regardless of race, color, national origin, ethnic origin, gender, age, disability and sexual orientation to all the rights, privileges, programs, and activities generally accorded or made available to students by the Partnership. It does not discriminate on the basis of race, color, national origin, ethnic origin, gender, age, disability and sexual orientation in administration of its training and educational policies, admissions policies, scholarship and loan programs, and other Partnership administered programs

- b. Neither Contractor nor its staff, employees, contractors, or Instructors will engage in any lobbying or political activity, as defined in the Internal Revenue Code, during the

performance of any Services under this Agreement; provided, however, that this Section 15.b does not prohibit any person from undertaking any lobbying or political activity not directed at Training Partnership, its employees, and staff, or Training Partnership Students during such person's personal time.

- c. Neither Contractor nor its staff employees, contractors, or Instructors will endorse, promote, or disparage any religion or religious activities during the performance of any Services under this Agreement. Nothing contained in this Section 15.c is intended to prohibit Instructors from allowing a discussion by Training Partnership Students of religion in connection with Instructor's presentation of the Instructional Course materials in accordance with the applicable instructor guide for such Instructional Course.

16. Cancellation by Training Partnership

- a. If Training Partnership notifies Contractor of a cancellation of a regularly scheduled Class less than seven calendar day-s before a scheduled Class, Training Partnership will pay Contractor an amount of \$250.00 in lieu of the Service Fees that Contractor would otherwise have received had such Class been held. Such fee will be included as part of the Service Fees on the next invoice and will be in addition to any Service Fees due to Contractor as a result of holding the Class at a rescheduled time or place.
- b. A cancellation due to inclement weather or other emergency is not a late cancellation subject to Section 16. a. Such weather or emergency cancellations will be determined solely by Training Partnership in accordance with the "Inclement Weather and Cancellation Policy" which is located in a shared secure web location maintained by the Training Partnership.

17. Cancellations by Contractor

- a. The provisions applicable to Instructional Class changes and cancellations by Contractor are set forth in Appendix 2, and for avoidance of doubt, any violation of such provisions will constitute a material breach of this Agreement
- b. Training Partnership will not be required to pay the Service Fee for any Class canceled by Contractor until such time as a rescheduled Class is held. Furthermore, if Training Partnership is not notified of a Class cancellation or change in accordance with Appendix 2, Training Partnership will have no obligation to pay the Service Fee for such Class when it is held at a rescheduled time unless Training Partnership determines, in its sole discretion, that such cancellation or change was due to emergency circumstances beyond the reasonable control of Contractor.

18. ERISA Conflict of Interest Compliance

- a. For purposes of this Agreement, the term "conflict of interest" has the meaning given to it in Training Partnership's "Policy Delegating Authority to Contract on Behalf of the Training Partnership" (the "Contract Delegation Policy") as may be then in effect. Contractor acknowledges that Training Partnership has provided to it the version of the Contract Delegation Policy in Appendix 3 in effect as of the date of this Agreement and further

acknowledges that it has reviewed the Contract Delegation Policy. Training Partnership may amend the Contract Delegation Policy at any time in its sole discretion and, if it amends the Contract Delegation Policy, it will promptly provide Contractor with the amended version of the Contract Delegation Policy. The meaning of the term of "conflict of interest" contained in the version of the Contract Delegation Policy in effect as of the date of this Agreement is as follows (it being understood that such meaning is being provided for convenience only and the then current version of the Contract Delegation Policy will control for all purposes of this Agreement) :

Persons and entities with a conflict of interest are defined in section 3(14) of ERISA and include the following:

- i. a trustee;
 - ii. an employer who contributes to Training Partnership, or a person with an ownership interest in such contributing employer;
 - iii. a corporation or other entity owned in whole or part by a contributing employer;
 - iv. a relative (including a spouse) of any fiduciary of Training Partnership (the Executive Director and the Trustees);
 - v. a relative (including a spouse) of a contributing employer of an owner of a contributing employer, or of an owner of corporation, partnership, or other business owned by a contributing employer;
 - vi. a relative (including a spouse) of any other vendor or service provider to Training Partnership; and
 - vii. an employee, officer, director, trustee, shareholder, or partner of:
 - a) any other vendor or service provider to Training Partnership
 - b) an employer who contributes to Training Partnership. An owner of such employer, or entity owned by such employer,
 - c) an employee of Training Partnership, or
 - d) SEIU Healthcare 775 NW.
- b. Prior to the execution of this Agreement, either (i) Contractor confirmed in writing to Training Partnership that it has no conflict of interest relationship with Training Partnership or (ii) Contractor has a conflict of interest relationship with Training Partnership and this Agreement was authorized by the non-conflicted Trustees of the Training Partnership in accordance with Section C of the Contract Delegation Policy.
- c. Contractor will immediately notify Training Partnership if (i) Contractor develops a conflict of interest relationship with Training Partnership at any time during the term of this Agreement

or (ii) if it determines that its written confirmation delivered in accordance with Section 18. b. clause (i) was untrue. If Contractor provides Training Partnership either of such notifications or if Training Partnership otherwise determines that a conflict of interest relationship exists between Contractor and Training Partnership, the non-conflicted Trustees of Training Partnership will review this Agreement pursuant to the Contract Delegation Policy, ERISA, and any other applicable law and may either (A) authorize this Agreement or (B) immediately terminate this Agreement in accordance with Section 3.

19. Contract Performance

- a. The Contractor will implement and maintain a quality assurance process reasonably satisfactory to Training Partnership. This process may include measures such as student satisfaction, process improvement activities, student surveys, and student outcome measures that reflect the effectiveness of the training provided in accordance with Appendix 5.
- b. The Contractor will respond to metrics and data requests made by the Training Partnership.
- c. In the spirit of continuous process improvement, Training Partnership may conduct random and unannounced quality assurance auditing of classes including but not limited to the use of "secret shopper" students. The Training Partnership will advise the Contractor when secret shopper evaluations may occur (i.e. "Contractor, be advised, a secret shopper will be evaluating your classes sometime within the next three months"). Audits will include standardized criteria created in coordination with Contractor to ensure mutual benefit and may include adherence to Training Partnership prescribed curriculum, examinations, student and instructor guides, policies, and procedures, branded materials and communications, and use of appropriate Spaces. Training Partnership will provide any reports from such audits to Contractor PPC, and corrective actions, if any, will be documented for Contractor's resolution with Appendix 5.
- d. Training Partnership may, at its sole discretion, adopt specific metrics for the evaluation of Contractor's performance under this Agreement. These metrics may offer incentives or require corrective action plans, and failure to promptly take such corrective action will constitute a material breach of this agreement. Before the adoption of any such metrics, Training Partnership will use commercially reasonable efforts to obtain and incorporate Contractor's input with respect to such metrics and incentives.
- e. DSHS, Long Term Care and Aging Department may conduct auditing of classes which may be random and unannounced including but not limited to the use of "secret shopper" students

20. Assignment

Contractor may not assign any part or all of this Agreement, by operation of law, through merger, or otherwise, without Training Partnership's prior written consent. Any attempt to assign in violation of this section is void in each instance. Training Partnership may assign its rights and obligations hereunder at its sole discretion."

21. Governing Law and Venue

This Agreement is governed by Washington law, excluding its conflicts of law rules. Contractor hereby irrevocably submits to exclusive personal jurisdiction and venue in the federal and state

courts in King County, Washington, for any dispute arising out of this Agreement, waives all objections to jurisdiction and venue of such courts, and agrees not to commence or prosecute any such dispute other than in such courts.

22. Severability No Waiver

If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

23. Cumulative Rights/Entire Agreement/Construction

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. This Agreement constitutes the complete and final agreement of the parties pertaining to the Services and supersedes the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement is binding unless it is in writing and signed by Training Partnership and Contractor. This Agreement may be executed by facsimile or electronic scan and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. The name assigned to this Agreement and the section and subsection captions used in this Agreement are for convenience of reference only and will not be construed to affect the meaning, construction, or effect hereof. The Appendices attached to this Agreement are intended to be a part of this Agreement and are incorporated by reference into this Agreement. The terms defined in the singular will have a comparable meaning when used in the plural, and vice versa. Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole (including the schedules and exhibits hereto), and references herein to "Sections" refer to sections of this Agreement. Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. For purposes of this Agreement, the words "include," "includes," "including" and when used herein, will be deemed in each case to be followed by the words "without limitation."

APPENDIX 1

Definitions

“Agreement” means the Instructional Services Agreement together with all attached appendices, exhibits and schedules.

“7-Hour Basic Training Course” means the State-Mandated Training Requirement for individual providers caring for only biological, step or adoptive adult sons or daughters who are receiving services through the Developmental Disabilities Administration.”.

“9 -Hour Basic Training Course” means the State-Mandated Training Requirement for Respite providers.

“30-Hour Basic Training Course” means the State-Mandated Training Requirement for newly hired:

- (a) individual providers providing care (1) only for biological, step or adopted parents or (2) only for biological, step or adoptive adult sons or daughters who are not receiving services through the Division of Developmental Disabilities; or
- (b) limited service providers who (A) work for only one individual who is not their biological, step or adoptive child or parent and (B) is authorized to provide only up to 20 hours of services to such individual per month.

“70-Hour Basic Training Classroom Text” means the Classroom Text and supplemental materials for the 70-Hour Basic Training Course.

“70-Hour Basic Training Course” means the State-Mandated Training Requirement for newly hired standard individual providers and agency providers.

“AHCAS Learner Materials” means the training materials used for AHCAS Course.

“AHCAS Course” means Advanced Home Care Aide Specialist learning. Training Partnership AHCAS Learners are required to score 80% or above on every AHCAS test and skills demonstration and attend 7 of 9 learning labs to pass the Advanced Training Course Requirement.

“Advanced Learning Make-up Day” (Week 9) is not required unless a learner misses more than one Skills Lab, or if a learner needs to complete a Skills Demo Test or to return a device.

“ADA” means the Americans with Disabilities Act of 1990, as amended.

“ASK” means the forecasted training schedule that the Training Partnership informs the Contactor on a monthly and annual basis.

“Basic Training Course” means a 7-Hour Basic Training Course, a 30-Hour Basic Training Course, or a 70-Hour Basic Training Course.

“Basic Training Course” means a 7-Hour Basic Training Course, a 30-Hour Basic Training Course, or a 70-Hour Basic Training Course.

“Class Time” means the duration of an Instructional Course, which may or may not be equal to the Credit Hours for such Instructional Course.

“Classroom Text” means the learner handbooks, handouts, presentations, or similar materials to be used by Training Partnership Learners in an Instructional Course.

“Cohort” means to schedule a course with one consistent instructor facilitating.

“Continuing Education Course” means the State-Mandated Training Requirement for incumbent home care aides designed to maintain competency in the profession and provide the tools and knowledge to reach the highest standards of practice and to meet the 12-hour continuing education requirement for incumbent home care aides.

“Credit Hours” means the number of hours of credit toward learning requirements for a given Instructional Course.

“Dense Service Area” means the service areas of Clark, King, Pierce, Snohomish, Spokane, Thurston and Whatcom counties.

“Developmental Disability Administration” means the Developmental Disability Administration of DSHS.

“DSHS” means the Washington State Department of Social and Health Services.

“DOH” means the Washington State Department of Health.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Instructional Course” means a Basic Training course, a Continuing Education course, a Nurse Delegation course, or any other course included as Services under this Agreement.

“Instructors” means any person employed by or otherwise engaged by Contractor to facilitate an Instructional Course.

“NDA” means the Non-disclosure Agreement, dated as of the date of this Agreement, by and between Contractor and Training Partnership.

“Nurse Delegation Course (Core)” means a nine-hour, self-study course designed to prepare a nursing assistant (registered or certified) to perform a task as delegated by a registered nurse. This course requires learners to take and pass a written test; pass score is 90%.

“Nurse Delegation Course (Diabetes)” means a three-hour course designed to prepare a nursing assistant (registered or certified) to perform a task as delegated by a registered nurse for an individual living with diabetes. This course requires learners to take and pass a written test; pass score is 90%. The Nurse Delegation Course (Core) is a prerequisite for the Nurse Delegation Course (Diabetes).

“Nurse Delegation Course” means the Nurse Delegation Course (Core) or the Nurse Delegation Course (Diabetes).

“On-Demand Course” means an Instructional Course requested by Training Partnership that is to be held within four weeks of the date of such request, or was not listed in the Ask.

“OE” means Instructor Ongoing Education, which is equivalent to continuing education for Instructors. “PPC” means the primary point of contact designated by Contractor.

“Remote Service Area” means any Service Area that is not a Dense Service Area. “Service Area” means selected county or counties in which learning will be scheduled.

“Services” means those services necessary or appropriate for the facilitating of Instructional Courses to Training Partnership Students and the provision of Union Time as designated by Training Partnership, including a provision of Instructors, Space, and Classroom Texts and other supplies, equipment, and materials in accordance with this Agreement.

“Space” means the classroom or other facility used by Contractor to provide an Instructional Course.

"Split-day" exists to allow for all learners in the course to practice the hands-on skills being taught in our curricula. The skills-day is split into two half-class sections: one-half of each class will be practicing skills on day 1 of the split, and the other one-half of the class will be practicing on day 2. Learners should not attend both classes (facilitators should not offer this), to allow for the time it takes to complete the skills.

"State-Mandated Training Requirement" means a learning requirement mandated by DSHS or other agency of the state of Washington.

"Learner List (Roster)" means the list of all Training Partnership learners participating in a particular Instructional Course.

"T3" means Train the Trainer, which is associated with new curriculum training.

"Training Partnership" means SEIU Healthcare Northwest Training Partnership, a Washington trust, located at 215 Columbia Street, Seattle, Washington, 98104. Note: "Training Partnership" is also referenced as "SEIU 775 Benefits Group" and/or "Benefits Group."

"Training Partnership Learners" means those learners who have registered for Instructional Courses through Training Partnership's website and whose names are included on a Learner List or roster.

"Union Time" means a period of time adjacent to an Instructional Course reserved for SEIU 775 to make a presentation to its members related to union membership as required under its collective bargaining agreement. For Basic Training Courses, that period will be 30 minutes and for Continuing Education Courses, it will be 15 minutes.

APPENDIX 2

Operational Requirements

1. Contractor Communication

- a. Contractor will designate its PPC, who will communicate with Training Partnership and other contractors with respect to this Agreement or the provision of Services. The PPC will be the main point of contact for Training Partnership for purposes of administering the Agreement; however, that Contractor may also designate staff who will serve as the point of contact for Training Partnership on agreed upon operational processes and procedures.
- b. The PPC will ensure that all communications from Training Partnership are appropriately disseminated to Contractor's staff and outside contractors, including all Instructors.
- c. Contractor will attend and participate in regular meetings held by the Training Partnership.

2. Training Schedule and Delivery

- a. Contractors must be available to provide classes Monday through Friday from 8:00 a.m. to 9:00 p.m.
- b. Contractors must be available to provide weekend classes from 8:00 a.m. to 4:30 p.m.
- c. Contractors must be available to provide training during all seasons. There are no summer, spring, or winter breaks. There will be a scheduled break to occur the week between December 24 – January 1. During this time, no classes will be taught.
- d. The Contractor will ensure that that Scheduling and Logistics is notified of instructor termination by close of next business day if they are no longer working in this capacity for the Contractor.
- e. Contractor is required to schedule classes as cohorts. A cohort means to schedule a course with one consistent instructor facilitating. If Contractor is unable to schedule class as a cohort, they must notify Training Partnership as soon as reasonably possible and receive written approval.
- f. The Contractor will ensure that the Instructor schedule is accurately reflected in the training system. If an Instructor is no longer working with the Contractor, the Contractor is responsible to terminate the Instructor in the system by close of the next business day.
- g. Class capacity and over enrollment. Contractor will allow for 10% over-enrollment for CE classes, and 20% for all other training types with an understanding that historically, 20% of our students will no-show across all training verticals i.e. If a classroom can comfortably accommodate 30 Learners, maximum enrollment capacity will be set at 36 (20% over-enrollment) or 33 (10% over- enrollment). As safety and or state or local regulations dictate, Training Partnership may alter these guidelines as appropriate. Written notification will be provided to Contractor upon revision.
- h. AHCAS Training maximum registration is 30 regardless of locations.
- i. Training Partnership has sole discretion and authority to make scheduling decisions, including the sole discretion to modify any schedules, including Base Schedules (as defined below), at any time. The PPC may inform Training Partnership of Contractor's scheduling preferences and Training Partnership will use commercially reasonable efforts to accommodate such preferences, but all scheduling decisions will be made solely by Training Partnership.
- j. Training Partnership will develop schedules of Instructional Courses that span the course of one year (each, a "Base Schedule"). Training Partnership will provide Contractor with a "Schedule Confirmation Ask" each month. Contractor will have 14 calendar days after receiving the "Schedule Confirmation Ask" to schedule and upload classes to the Training Portal. If Contractor is unable to fulfill the Ask, they must notify Training Partnership as soon as reasonably possible. Upon reasonable advance notice to Contractor, Training Partnership may change these requirements at its sole discretion. No class on the monthly Ask should be subjected to on-demand fee.
- k. Once Training has been added and approved into the system, the Contractor is not permitted to change any class date time and location without notifying the Training Partnership. The Contractor is responsible for notifying the Training Partnership and contacting all enrolled students in a timely manner and to attach

the calling list to the class in the training management system.

- l. The Contractor will make a good-faith effort to schedule the class within seven days before or after the requested start date on the monthly Ask given by The Training Partnership to prevent offering the same class type in the same county on the same start date. If scheduling conflicts occur, the Contractor must inform The Training Partnership if there are any Basic Training 70-hour classes that cannot be scheduled within seven days of the requested date.
- m. From time to time, Training Partnership may request that Contractor provide an On-Demand Course in its Dense Service Area or Remote Service Area. Following such a request, Training Partnership will allow two weeks for Contractor to schedule the On-Demand Course. If Contractor cannot hold a requested On-Demand Course, Training Partnership may select another contractor to hold the On-Demand Course.
- n. The Contractor is responsible for uploading on-demand classes to the training management system as a part of the paid on demand fee
- o. The Contractor is required to report to the Training Partnership if the AHCAS makeup class is not needed based on students' performance and attendance. The notice must be submitted within 24 hours after Week 8 class completion date. AHCAS makeup class cancellations will not be subjected to late-cancellation fees. If the contractor incurs a hotel late cancellation fee for Week 9, the contractor will be required to submit a copy of the hotel invoice showing the incurred fee along with the monthly invoice to be reimbursed.
- p. If a class ends before scheduled end time with prior written consent from Training Partnership, the Contractor must provide Training Partnership with information on a rescheduled class to make up for any class time missed. This would only happen in extenuating circumstances; inclement weather, or other emergency cancellation situation. If the Class time missed is not rescheduled, the Training Partnership will consider the Class incomplete and may adjust the Service Fee for such Class to account for the missed Class time. In the event that the contractor has classes that are dismissed prior to their scheduled time without the Training Partnership's permission, the Training Partnership may remove scheduled instructional hours allotted to the contractor.
- q. Training Partnership will only schedule Continuing Education courses on the "Accepted CE Course List."
- r. Contractor will notify Training Partnership of any change Contractor makes to the Space in which a Class will be held at least 72 hours in advance of the start time of such Class. No such notification will be effective until Contractor receives affirmative confirmation from Training Partnership that such notification has been received. If Training Partnership is not so notified, the course will be considered canceled without notification unless Contractor successfully communicates the change to registered Training Partnership Students in such a manner that they can participate in the Class at the rescheduled time; provided, however, that a change in the Space to an alternate room within the same property will not be considered a change in the Space so long as Contractor provides appropriate signage directing Training Partnership Students to the relocated Space. This provision will not apply in the case of fire, flood, or similar event over which Contractor has no control and that makes the scheduled Space uninhabitable or unusable so long as Contractor provides notice to Training Partnership of such event as soon as reasonably practicable.
- s. Without the prior written consent of Training Partnership, Contractor may not cancel any Instructional Course with Training Partnership Students registered for it. Contractor may not cancel more than 5 percent of scheduled Instructional Courses in any month regardless of whether Contractor provides notice or whether Training Partnership Students have already been registered for such Instructional Courses.
- t. Contractor must communicate Class cancellations or changes in the scheduled Space for a Class to the Training Partnership Students impacted by such cancellation or change.
- u. To minimize Class cancellations, Contractor must have available adequate substitute Instructors for each scheduled Class. Contractor will notify Training Partnership promptly by email if any substitute Instructor is to be used for any Class. For avoidance of doubt, all substitute Instructors are subject to all of the terms and conditions of this Agreement applicable to Instructors.
- v. Adherence to the "Inclement Weather and Cancellation Policy" is mandatory.
- w. As revised or new curriculum is rolled out the Contractor will be required to delivery multiple versions of courses. This includes both English and LEP courses.

3. Facilities

- a. Spaces must be able to accommodate attendance up to 40 for CE and 30 for all other training types. Contractor will allow for 10% for CE classes, and 20% over enrollment for all other training verticals. The class size will be determined by Training Partnership within the capacity mention above.
- b. Contractor will ensure that all Spaces have a working telephone. If a Space does not have a working telephone, Contractor will ensure that the instructor has a working mobile phone available for his or her use.
- c. For distance learning courses (via webinar, chatroom, blog, video streaming, etc...) the contractor will be required to securely maintain and operate the required equipment. In the event that the contractor is deemed responsible for equipment that is lost, stolen, or damaged the contractor may have to assume costs for replacement or repair.
- d. All training locations, short-term and permanent, must be equipped with Wi-Fi internet speeds of at least 300 mbps or higher. Exceptions can be made with Training Partnership approval
- e. Contractor will ensure that all spaces have a computer with MS PowerPoint 2007 or higher with the most recent version of Google Chrome installed and operational as well as access to the Internet.
- f. Contractor will ensure that all Spaces comply with all federal, state, and local laws and regulations.
- g. Contractors are required to make an assessment of and maintain reasonable and appropriate safety for persons and property that are in the training space.
- h. Contractor will ensure that all permanent spaces have student parking nearby and, if in an urban location, is close to public transportation.
- i. Contractor will ensure that all permanent spaces have adequate equipment for conducting skills training such as sinks, beds, wheel chairs, etc.
- j. Contractor will ensure that branded signage supplied by the Training Partnership is installed and visible to Training Partnership specifications.
- k. To ensure a safe environment for Learners and Instructors the Contractor must follow Training Partnership Safety Guidelines (e.g. COVID 19 Protocols).

4. Scheduling and Logistics

- a. Contractor will inform Training Partnership within 2 hours of hiring new Instructors
- b. Contractor will supply the following information for each Instructor in an electronic-method identified by the Training Partnership: (i) first and last name and (ii) DSHS code.
- c. Training Partnership will provide Contractor with the Student List before the commencement of any Instructional Course provided, however, that Training Partnership may at any time update the Student List to add any additional Training Partnership Students authorized to participate in such Instructional Course or remove any persons. Contractor may not allow any persons other than Training Partnership Students to participate in any Instructional Courses as students (including persons who have been removed from the Student List by Training Partnership).
- d. Contractor will submit class attendance to the Training Partnership within 24 hours of the end of each Class. The submitted roster must be legible, otherwise Training Partnership will request contractor to resubmit the roster within the next 24 hours. Training Partnership will provide Contractor with a sign-in sheet (a "Class Sign-in Sheet") to be used by Instructors at each Class, and Instructors will cause all Training Partnership Learners in attendance at each Class to sign the applicable Class Sign-In Sheet or Attestation Form. Instructors will ensure that they have available to them the most recent version of the Learner List provided by the Training Partnership by printing it within 24 hours in advance of the start of class. Contractor will submit the a copy of the completed Sign-In Sheet to Training Partnership within 24 hours of the date on which such Class is held by email or other electronic method as designated by Training Partnership.
- e. Contractor will submit completed Nurse Delegation exam results and attendance rosters into the portal within 24 hours of class completion.
- f. Training Partnership will, in accordance with its internal ADA policy (a copy of which will be made available to Contractor upon request), identify to Contractor all accommodations required by the ADA for Contractor's provision of the Services under this Agreement. To the extent Training Partnership requires

Contractor to provide additional services not within the scope of the Services to fulfill its ADA obligations, Training Partnership and Contractor will enter into a separate agreement for the provision of such additional services.

5. Learning Fulfillment

- a. Contractor is obligated to provide all required training materials relevant to the designated class for the exclusive use of the Training Partnership's participating Learners using the Training Partnership fulfillment website. There is no charge for these materials, but the Training Partnership reserves the right to audit Contractor orders to ensure the Contractor is not ordering excess materials. Should the Training Partnership find that the Contractor has misappropriated material orders, the Training Partnership will request proof of use from the Contractor and may institute a re-payment fee at the current price for materials.
- b. Contractor will procure and maintain or cause to be maintained all spaces, equipment, branded materials and communications, and supplies needed to deliver the Services. Contractor will ensure that equipment and supplies will be provided for all courses as listed on the "Classroom Supplies and Instructor Travel Kit" listing and on the Instructor Apparel & Classroom Signage Order Form. Location of the supply list will be accessed through a secured electronic site provided by the Training Partnership. Contractor should only use supplies approved by the Training Partnership.
- c. If a student needs materials the instructor must procure the items. Students do not call the MRC for missing materials.
- d. Any emergency shipment for classroom text must be approved by the Training Partnership. The Contractor will bear the cost of such emergency shipment and make adjustments to the monthly invoice.
- e. The Contractor will be responsible for ordering the Devices and establishing the pickup date based on the class schedule. The Training Partnership will inform the Contractor of the suggested number to order, which will be determined by the guidelines provided by the Training Partnership. Exception requests may be submitted to the Training Partnership Operations Team for approval..
- f. Contractor will utilize such electronic system as may be designated by the Training Partnership for recording attendance and other record keeping.
- g. Contractor and Instructors may not use texts or electronic device for any other purpose other than to provide Services under this Agreement.
- h. Contractor will identify and procure the classroom texts, and schedule electronic device delivery and pick up for each Training Partnership approved Training Course (i.e. Basic Training, Continuing Education, Advanced Home Care Aid and Nurse Delegation).

6. Interpreter Request

- a. The AHCAS curricula is only offered in English and is not subject to any professional interpreter requests. When language assistance is needed, the Training Partnership Learner is permitted to bring a community interpreter.
- b. In the event the Training Partnership cannot secure a professional interpreter, the learner may use a Community Interpreter. Learners who become ineligible for the professional interpreter benefit may also have the option of using a Community Interpreter. Exceptions will be handled on a case- by-case basis.

7. Localization

- a. Contractor must provide language classes determined in collaboration with the Training Partnership. Language Instructors must be proficient in English and the other language they are designated to teach. Contractors are required to determine bilingual proficiency of the Instructors within their organization using reasonable business practices with similar and agreed upon methodology across Contractors. Contractor and Training Partnership may agree to provide an Instructional Course in any of the "Optional Languages" set forth on the "Approved Language List." Contractor may not use an interpreter in lieu of a bilingual Instructor in any Instructional Course without written approval from the Training Partnership.
- b. Training Partnership will supply Contractor with a list of languages by region and Contractor will

- c. be responsible for facilitating in languages that have been determined in collaboration with the Training Partnership per region.
- d. For Instructional Courses taught in a language other than English (the "Instructional Language"),
- e. Contractor will provide Training Partnership Students with classroom texts localized into the Instructional Language if such classroom texts are available from the fulfillment center designated by Training Partnership. If a classroom text localized into the Instructional Language is not available from the fulfillment center, Training Partnership may, in its sole discretion, elect to have the classroom text localized into the Instructional Language, and Contractor will provide such localized classroom texts to Training Partnership Students. If Training Partnership does not elect to have such a localization made, Contractor will provide Training Partnership Students with the English language version of the classroom text.

8. CURRICULUM

- a. The Training Partnership has sole discretion and authority to update the curricula and its delivery model. Contractor must deliver the most up-to-date curricula as designed by the Training Partnership. This may mean delivering two versions at one time during the curriculum evaluation period. Contractor must recycle outdated materials as instructed by the Training Partnership.
- b. Contractor will offer only Basic Training, Advanced Home Care Specialist training, Nurse Delegation, Continuing Education curriculum that the Training Partnership has provided.
- c. Contractor may only use curricula approved by the Training Partnership for classroom texts or electronic devices used in delivering any Courses and must ensure that all such classroom texts are procured in advance of each scheduled class.
- d. Contractor must adhere to the curricula design regardless of training locations (long term or temporary locations). The Contractor or Instructor may never ask the Training Partnership Learners to bring their own supplies. The Contractor must have all necessary supplies as required in by the Training Partnership Learners to practice the skills and be able to accurately demonstrate the skills as designed in Training Partnership curricula. The "Supply List" is located in a shared secure web location maintained by the Training Partnership.
- e. Training Partnership has sole discretion and authority to decide whether a Continuing Education course will be added to the Training Partnership class schedule. The Training Partnership reserves the right to require Continuing Education Courses to be removed from the course offerings.
- f. Continuing Education curriculum may require extra classroom supplies based on the topic..Contractor will be responsible for the cost of the additional supplies that will not exceed \$15.00 per 12 hours series.
- g. All suggestions for changes or updates to the curricula must be routed to the Training Partnership.
- h. From time to time the Training Partnership will ask the Contractor to pilot and test delivery of new curriculum or any training related products. The delivery of those pilots may adhere to the existing training type rate without pre-establishing a new rate. The Training Partnership may require the Contractor to submit operation cost details and invoices after pilots to establish a new rate.
- i. Instructors must adhere to spoken text outlined in the Instructor Guidebook. If personal examples are to be shared, they must be brief, in context to the lesson and adhere to HIPAA guidelines.

9. Learner Assessment and Evaluation

- a. Contractor will utilize Learner Assessment tools and processes as prescribed by the Training Partnership. In the event of the introduction of new or changed assessment equipment, materials or supplies, the Training Partnership will assume any additional costs and Contractor will not incur increased expenses unless mutually agreed upon by both parties. Contractor will be responsible for Internet, hotspots or any administrative costs to support the delivery of assessments.
- b. Training Partnership Learners are required to complete the assessments using approved devices and the

Contractor is obligated to contact device help for support if needed within 24 hours.

- c. Instructor is required to inform and encourage Training Partnership Learners to complete all course evaluations. The announcement should include when and how Training Partnership Learners should complete the course evaluation.
- d. The Training Partnership Learner is required to complete all tests through approved devices.
- e. Each Training Partnership AHCAS learner is required to score 80% or above on every AHCAS test and skills demonstration and to attend 7 of 9 learning labs to pass the Advanced Training course requirement.
- f. The Training Partnership may change the way assessments and or course evaluations are completed. The Contractor should keep instructors informed on how assessments and course evaluation is being completed and to follow up with Training Partnership if questions arise.

10. Instructor Requirements

- a. Training Partnership will have final approval over the Instructors that facilitate Training Partnership classes
- b. Training Partnership has final approval over termination of instructors that facilitate Training Partnership classes. Contractor will not employ or hire instructors who have been terminated by the Training Partnership or other training contractors without final approval from the Training Partnership.
- c. Contractor will review with Training Partnership prior to using a subcontractor to deliver any Training Partnership classes. Training Partnership must approve all subcontractors and all Instructors must go through all Instructor requirements.
- d. In accordance with applicable laws and regulations, Contractor will ensure that all Instructors abstain from reviewing, grading, or proctoring the Washington State Department of Health credentialing exam for Home Care Aides; provided, however, that nothing in this Section is meant to prohibit any Instructor from himself or herself taking such exam.
- e. Contractor will promptly notify Training Partnership of any failure by any Instructor to follow policies and requirements.
- f. For all Instructional Courses, all Instructors must:
 - i. be approved by DSHS, which approval Contractor will be solely responsible for obtaining;
 - ii. meet or exceed the minimum qualifications for instructors as listed in Section 388-71-1055 of the Washington Administrative Code;
 - iii. be Registered Nurses with a current license for Nurse Delegation Courses
 - iv. follow the policies set forth in the Agreement, including this Appendix 2, and, unless otherwise set forth in the Agreement,
 - v. be able to use Microsoft Office applications, the internet, and software provided by the Training Partnership;
 - vi. wear ID provided by the Training Partnership. Instructor must wear a uniform when determined and provided by the Training Partnership.
 - vii. demonstrate adequate facilitation skills, competency-based learning, and learner-centered instruction, in such manner as determined by Contractor upon consultation with Training Partnership, prior to providing any services under this Agreement;
- g. The Training Partnership strongly advises that instructors, and those who will be in classrooms, be vaccinated for COVID-19, as well as any other vaccinations that the Training Partnership deems necessary for the safety of learners and instructors. The Training Partnership also requires that all classrooms have surgical Kn95, Kf 94 or N-95 masks available for learners upon request.

11. Training Courses for Instructors

- a. The New Hire Orientation and Train-the-Trainer (T3) Course may last up to 10 days and in-person attendance may be required. The T3 is intended to provide instructors with practical knowledge of the curriculum content, materials, the importance of assessments and why learners are taking them, skills demonstration, and teaching methodologies. If the Training Partnership determines that they will deliver the New Hire Orientation and T3 they will provide the training space, texts, and instruction, and the

contractor will be responsible for Instructor wages, travel, lodging, meals, per diem, etc. Contractors will provide additional support that includes an observation/co- training of the complete Basic Training Series (70 hours), Independent Study Time, and Peer Observed Instruction. If the Training Partnership determines that they will conduct the New Hire Orientation and the Train the Trainer it will be scheduled by the Training Partnership and will be in English only. The Contractor may provide the New Hire Orientation and T3 to their instructors with the Training Partnership's approval. In this scenario the Contractor may adjust the orientation, T3 and observation/co-training expectations based on instructors experience and with the Training Partnerships approval.

- b. When the Training Partnership releases new curricula, all instructors training that particular course must attend training. This T3 training may be in the form of a webinar or in-person. If in-person training, the Training Partnership will provide the training space, texts, and instruction, and the contractor will be responsible for Instructor wages, travel, lodging, meals, per diem, etc. This pertains to new curricula for all training products; Basic Training, Continuing Education, Advanced Home Care Aide Specialist, and any training products that the Training Partnership releases.
- c. In addition to new curricula training, all instructors must receive ongoing education as the Training Partnership determines to be necessary for the ongoing provisions of services under this Agreement. The Training Partnership will schedule up to four in-person ongoing education sessions annually as needed. Need will be determined by a number of elements; certification pass rates, skill fail rates, QA data, etc.
- d. The T3s and OE may have a "homework element" that Instructors will be required to complete prior to attending the training. The Contractor will be required to cover any costs associated with Instructors completing homework and attending T3s or OEs.

Classroom Management

- a. **Learner Dismissal.** Instructors may expel anyone from class for disruptive or inappropriate behavior, according to the Learning Commitment and Classroom Norm policy. If a Training Partnership Learner is disruptive or excused from class, the Instructor must provide the Training Partnership Learner's name to the PPC at the first opportunity to occur of the next Class break or the end of the Class. The PPC will then notify Training Partnership of the situation using the "Incident Reporting Form" which is located in a shared secure web location maintained by the Training Partnership.
- b. **Breaks.** Adhere to breaks as recommended by the Training Partnership. Lunch break may be either 30 min or an hour.
- c. **Visitors.** Unless pre-approved by Training Partnership, only Training Partnership staff, Instructors, Training Partnership Learners, class auditors (including Contractor personnel assigned to supervise Instructors), professional interpreters, community interpreters, and Contractor personnel necessary for its provision of the Services are allowed in any Class. Contractor, Instructors, and Training Partnership Learners are prohibited from bringing any visitors to class. At times, Training Partnerships staff will be present during class or lunchtime to provide an informative session, classroom testing, recruitment, product testing and class observation etc. Training Partnership may contact the Contractor with an advance notice.
- d. **Late Arrivals.** Instructors will close Classes to attendance 10 minutes after the scheduled start time of such Class; exception provided that on the first day of a Basic Training Course, Instructors will provide an additional 10 minute grace period before closing the Class for attendance. A Training Partnership Learner who arrives after this time will not be permitted to attend and will be directed to the Member Resource Center to reschedule.
- e. **Learner Verification and Unregistered Learners.** All individuals attending a class as Training Partnership Learners must be verified using the Learner List provided by Training Partnership. Should an individual not be verifiable using the Learner List, the Instructor will give the individual the options of leaving class, calling the Member Resource Center to register for the class before class has ended or completing an attestation form which is located on the bottom of roster maintained by the Training Partnership. (an "Attestation Form") stating he or she is a Training Partnership Learner. Any individual who does not appear on the Learner List will not be allowed to attend a Class unless he or she calls the MRC or completes an Attestation Form. The Instructor will promptly provide all such forms to the PPC within one business day. The Instructor is prohibited from providing any information on training requirements and credentialing to the Learner. If a situation occurs, the Instructor is permitted to allow the

Training Partnership Learner to contact MRC for confirmation.

- f. **Identification.** Instructors must manually validate the individual's identity with a photo-identification card ("Photo-ID") and verify that individual appears on the Learner List. Training Partnership Learners who do not furnish a Photo-ID will be turned away from Class, however if an Instructor has personal knowledge of a Training Partnership Learner's identity, the Instructor may admit the Training Partnership Learner.
- g. **No-Shows.** When a Training Partnership Learner registered for an Instructional Course does not attend a Class, Instructor must mark Learner as a "No Show" when completing attendance.
- h. **Leaving Early.** Training Partnership Learners must be present during class time and may not leave class until it ends. Learners who must leave early due to unforeseen circumstances must call the Member Resource Center to reschedule. Instructor must add note on the roster as well when completing attendance.
- i. **Gifts & Payment.** Instructors are not permitted to solicit or accept gifts from Training Partnership Learners or take payment of any monetary value. Instructors may not accept payments owed to Training Partnership from Training Partnership Learners
- j. **Materials & Fliers.** Contractor will distribute any brochures, advertisements, surveys, or other written materials to promote Training Partnership programs, products, and any other Services in this agreement as provided by Training Partnership. Instructors are prohibited from distributing any items not provided by the Training Partnership without prior written consent.
- k. **Interpreter Needs.** If the Contractor or Instructor is aware that a Learner requires an interpreter, the Contractor and/or Instructor is obligated to contact their network PPC within 24 hours to advise of the need and to notify the Training Partnership.

Business Continuity Plan

- a. A Business Continuity plan gives an organization the ability to maintain essential processes before, during and after a disaster. Training Partnership wants the Contractors to share its Business Continuity Plan (BCP). This will be an opportunity to strengthen internal processes and understand Contractor BCP so we can consider minimizing the unforeseen disruptions or emergency by working closely with Contractor most effectively. Leveraging a BCP to address the implementation of strategies that will put an organization in the best possible position.
 - i. Share BCP between the Training Partnership and Contractor to understand effective response
 - ii. Understand Roles and Responsibilities, so we can continue to function and communicate
 - iii. Develop BCP between Training Partnership and Contractor to respond to specific emergency
 - iv. Review BCP communication plan with instructors and provide the step-by-step protocols

APPENDIX 3

Contract Delegation Policy

Policy Delegating Authority to Contract on Behalf of the Training Partnership

(Adopted November 9, 2009/Effective November 2009; Amended October 7, 2010/Effective November 2009; Amended May 2, 2014/ Effective April 1, 2014)

Pursuant to Section 4.16 of the Trust Agreement, the Board of Trustees adopts the following Policy:

A Delegation of Contracting Authority. Section 4.07 of the Declaration of Trust permits the Board of Trustees, by written instrument and in the manner permitted by ERISA, to delegate any of its functions. The Board hereby delegates to the Executive Director the authority to enter into certain contracts on behalf of the SEIU Healthcare NW Training Partnership ("Training Partnership") if all of the following terms are satisfied:

1. Budget. The contract work is part of the budget approved by the Trustees for the related fiscal year. The budget shall provide a general description of expected contracts, including the type, cost, and term of the contracts. At regular meetings, the Executive Director will provide a description of contracting status, including the Contractor ("Contractor"), expected cost and other relevant information.
2. No Conflict of Interest. The Contractor confirms in writing that it has no conflict of interest relationship with the Training Partnership. Persons and entities with a conflict of interest are defined in section 3(14) of ERISA and include the following:
 - i. a trustee;
 - ii. an employer that contributes to the Training Partnership, or a person with an ownership interest in such contributing employer;
 - iii. a corporation or other entity owned in whole or part by a contributing employer;
 - iv. a relative of any fiduciary of the Training Partnership (the Executive Director and the Trustees);
 - v. a relative of a contributing employer, of an owner of a contributing employer, or of an owner of corporation, partnership, or other business owned by a contributing employer;
 - vi. a relative of any other vendor or service provider to the Training Partnership; and
 - vii. any other vendor or service provider to the Training Partnership,
 - a. an employer who contributes to the Training Partnership, an owner of such employer, or entity owned by such employer,
 - b. an employee of the Training Partnership, or
 - c. SEIU Healthcare 775 NW.

The term "relative" used above in (iv), (v), and (vi) includes a spouse.

3. Contract meets one of the three categories. The Contract must be one of the following:
 - i. The Contract is one of the Training Partnership's standard Agreements and **Model Statement of Work**. The Contractor signs one of the Training Partnership's standard Agreements authorized by the Trustees and completes the model Statement of Work ("SOW") without modification or exception. Expected compensation to the Contractor under any of the model agreements and/or the SOW shall not exceed \$500,000 per contract
 - ii. **The Contract requires a modification to a standard agreement and/or the Model Statement of Work**. Modifications to the standard language in any of the standard agreements and/or SOW may be made by the Executive Director who shall consult

with Training Partnership counsel or other counsel regarding the proposed modifications. Expected compensation to the Contractor in the modified standard agreements and/or SOW shall not exceed \$500,000 per contract.

- iii. **The Contract is a standard form contract required by a contractor of administrative, travel or similar services.** The Contractor requires the Training Partnership to sign its standard contract, and will not sign the Training Partnership 's standard agreements and/or SOW. The Executive Director may sign such standard form contracts, so long as:

- a. The contracts do not bind the Training Partnership for more than three years; and
- b. Expected compensation for the contract shall not exceed \$100,000 per contract.

The Executive Director may consult with the Training Partnership counsel or other counsel regarding these contracts if necessary and appropriate.

- iv. The Contract is a vendor-supplied contract that exceeds \$100,000. The Contractor requires the Training Partnership to sign its standard contract, and will not sign the Training Partnership's standard agreements and/or SOW. The Executive Director may sign such standard form contracts, so long as:
- a. The vendor-supplied contract is reviewed by the Training Partnership's counsel
 - b. The contracts do not bind the Training Partnership for more than three years; and
 - c. Expected compensation for the contract shall not exceed \$500,000 per Contract.

All other contracts must be authorized by the Trustees before the Executive Director of the Trust may execute the contracts.

The chart below summarizes delegation under Section 3 of this policy:

CONTRACTS OVER \$500,000	TRUSTEES APPROVE	LEGAL REVIEW REQUIRED	SIGNED BY EXECUTIVE DIRECTOR
Standard Agreement/SOW with no changes to language.	X		X
Changes to standard Agreement/SOW language	X	X	X
Use of a Contractor- supplied contract.	X	X	X
CONTRACTS UP TO \$500K			
Standard Agreement/SOW with no changes to language			X
Changes to standard Agreement/SOW		X	X
Use of a Contractor supplied contract		X (under \$100,000	X
		legal review is optional)	

(NOTE: Any contracts that involve a conflict of interest must be reviewed and approved by the Board of Trustees in accordance with the procedures in "Other Contracts" below.)

4. Trustees Discretion. The Trustees retain the discretion to revise these standards from time to time.
 5. Monitoring. The Executive Director shall monitor the performance of all Contractors to determine if they are performing in accordance with their obligations and the procedures and policies of the Training Partnership. Contracts described in Section 3 shall be reviewed at every quarterly meeting of the Board of Trustees.
- B Other Contracts.** If the above delegation does not apply, the Board of Trustees shall review the contract and either approve, revise, or reject the contract, in its discretion.
- C Conflicts of Interest:** If a Contractor discloses a conflict of interest, the Trustees shall comply with the following procedures, consistent with the Training Partnership's Conflict of Interest Policy:
1. If the conflict of interest results from a Contractor's relationship to a Trustee, the Executive Director, or other fiduciary, the conflicted Trustee, Executive Director or other fiduciary shall remove himself or herself from all consideration of whether to enter into the contract. Such individual shall not attempt to exercise, with respect to the contract and its terms, any of the authority, control, or responsibility that makes him or her a fiduciary. DOL rulings require that the conflicted Trustee or other fiduciary recuse himself or herself from all consideration of whether or not to proceed with the transaction and the negotiation of its terms (DOL Advisory Opinions 79-72A and 99-09A.) The Trustees who are not conflicted shall make the decision in accordance with the procedures in the Declaration of Trust without the participation of the conflicted Trustee or other fiduciary.
 2. The non-conflicted Trustees shall confirm that the Training Partnership's counsel and/or other counsel has reviewed the proposed contracts consistent with the Training Partnership's conflict of interest policy and in light of any relevant requirements under ERISA and the IRC.
 3. The non-conflicted Trustees shall confirm that the compensation payable to the Contractor is reasonable and does not include any payments to a Trustee or other fiduciary of the Training Partnership who is already receiving fulltime pay from an employer that contributes to the Training Partnership or from SEIU Healthcare 775NW (other than reimbursement of direct expenses properly and actually incurred).
 4. The non-conflicted Trustees shall confirm that the contract permits the Training Partnership to terminate without penalty on reasonably short notice.
 5. The non-conflicted Trustees shall confirm that the Contractor will sign the contract(s) approved by the Trustees and reviewed by the Training Partnership counsel without modification.
 6. In performing the above functions, the non-conflicted Trustees may rely upon the information gathered and presented by the Executive Director, staff, consultants and/or the Training Partnership's counsel or other counsel, so long as the Executive Director, staff, consultants, or counsel have no conflict of interest resulting from the transaction.
- D Monitoring of Contractor Performance.** The Board of Trustees shall, with assistance from the Executive Director, monitor the performance of the Contractors to determine if they are performing in accordance with their obligations and the procedures and policies of the Training Partnership. In performing this function, the Trustees may rely upon information gathered by the Executive Director. If, on the effective date of its contract, a Contractor did not have a conflict of interest with the Training Partnership but later develops a conflict of interest that it discloses or otherwise comes to the attention of the Trustees, the Trustees shall, with recusal of any affected fiduciaries, determine if the contract should be maintained, modified, or terminated.

APPENDIX 4

Rate Table

The rate table is based on instructor hours and the curriculum.

The Contractor must provide invoices to The Training Partnership at the close of each month for efficient and timely payment. This invoice should be provided on official Contractor letterhead. Should new curriculum be added, the Training Partnership and Contractor will work together to establish appropriate fees stated and signed in a contract amendment.

Service Fee	Description	Applicable Charge/Deduction
On Demand Classes	Classes scheduled at the request of the Training Partnership outside the monthly ASK	
Late Cancellation Fee		
Late Cancellation Fee	The Benefits Group fails to cancel class within 7 Calendar days of the start of the class	

* Contractor will request pre-approval from the Training Partnership in writing by the 20th day of the month for travel expenses to be incurred. With the Training Partnership's written permission, Contractor will execute the Training, and add pre-approved travel expenses to their invoice.

Training Vertical	Rate/hr*	Notes
Basic Training [BT30; BT70]		Includes Union Time; Instructors must have DSHS ID
BT Skills Refresher		Instructors must have DSHS ID
Continuing Education [ILT]		Includes Union Time
Continuing Education [vILT]		Includes Union Time
Advanced Training		Instructors must have DSHS ID; Eligible for Travel Stipend

* Rates refer to the number of instructional hours.

Contractor will supply necessary PPE for instructors and learners

Learner Support

The intent of the improve the learner cohort completion rate and to reward Network excellent performance

Learner Support	Description	Rate/hr	Details
Basic Training 70	3 hrs per cohort	\$50/hr	Instructor monitoring learner progress

APPENDIX 5

Quality Assurance

- a.** Contractor must provide Training Partnership with a written and clear corrective action process when there is a deficiency as a result of an audit.
- b.** If a Contractor habitually violates terms of Service Agreement or fails to provide services under agreement, the Training Partnership has the right to collect a penalty fee and authority to terminate the agreement. Examples of Service Agreement violation includes failure to follow policy and procedures, cancelling classes without notice and creating hardship for students in meeting their state testing deadline.
- c.** The Training Partnership will conduct an annual record review of files made easily accessible by the Contractor that will include a review of instructor credentials, background checks and other new hire paperwork, evaluations, observations, attendance and testing records, etc. that demonstrate the competence and policy adherence of instructors.
- d.** The Contractor will conduct regular site observations and performance evaluations of instructors.
- e.** The Training Partnership can audit and evaluate Instructor performance, and should an assessment of language proficiency be required based upon an audit or evaluation, an independent third-party evaluation may be conducted in coordination between Training Partnership and Contractor.
- f.** Instructors must undergo performance evaluations by the Training Partnership, participate in corrective action plans, and participate in ongoing professional development training provided by Contractor.
- g.** Contractor will procure and maintain all spaces, equipment, branded materials and communications, and supplies needed to deliver the Services. Contractor should only use supplies approved by the Training Partnership and will be subject to periodic audit.

APPENDIX 6

Compliance

- a. Contractor and the Training Partnership express a mutual understanding that, in the course of executing the terms of the contract, the Contractor will have access to personally identifiable information (PII). The Contractor affirms that they will take appropriate steps to protect PII, pursuant to the policies and expectations outlined by the Training Partnership. To facilitate this, Contractor agrees to share with the Training Partnership any extant policies regarding information security, including access controls, encryption policies, and policies regarding secure data destruction; the Contractor further commits to a dialogue with the Training Partnership regarding improvements to these policies to ensure contract compliance.
- b. If the curriculum calls for the sharing of personal anecdotes as examples, they may not contain PII.
- c. Contractor will ensure that all individuals with access to personally identifiable information (PII) are appropriately trained in handling such information
- d. Contractor will consent to performing a yearly audit of data and network security practices, the timing of which will be determined by Training Partnership. This audit will be conducted by Contractor, using a template modified by Training Partnership and in conformity with industry standards. Training Partnership reserves the right to request additional documentation from Contractor to support any attestations made during the audit and reserves the right to ask that Contractor to modify business practices based on the outcome of the audit.
- e. The Contractor agrees that the resources and information provided to them by the Training Partnership are to be used solely for the purposes outlined by the Training Partnership and agreed to in the contract. With regard to the intellectual property of the Training Partnership, such as curricula content and training materials, the Contractor agrees that such material will not be used by them or their sub-Contractors for purposes other than those that have been agreed to by the Contractor and the Training Partnership.
- f. Contractor must securely dispose of retired and unusable learner handbooks, Instructor guides, fliers, or any other printed materials or publications and permanently delete electronic files received from Training Partnership.
- g. Contractor must keep student attendance and testing records for 6 years and make them easily accessible for audit purposes.
- h. Contractor agrees that all its employees and sub-contractors will conduct business related to the Training Partnership only through email addresses provided by the Contractor or its sub-contractors. The Training Partnership is under no obligation to provision the Contractor with access to enterprise services if the Contractor does not provide its employees with business email addresses.

APPENDIX 7

Union Time

Training delivered under this Agreement is required by HCAs under the laws of the state of Washington and is subject to change as such laws may change. Union Time is required by applicable collective bargaining agreements. In the event a change to applicable law or the applicable collective bargaining agreements impacts the Required Training and Union Time as described below, Training Partnership and Contractor will use commercially reasonable efforts to amend this Agreement to address such impact.

Instructors must allow appropriate access for the representative for Union. Information about student attendance for Union Time, or any other personal information is protected and must not be shared with any party outside the TP or its training delivery contractors.

Contractor will maintain the ability to provide Union Time as described below. In the event the Union Representative is unable to attend, the contractor should notify Training Partnership via the portal and may be asked to reschedule. If students have questions about union membership, their participation in the union, or any and all union questions, instructors are to direct students to the union through the Member Resource Center at 1-866-371-3200.

In Non- English classes, Instructors do not interpret for the union representative. If this situation occurs, Contractor should notify Training Partnership as soon as possible.

- Union Time for BT, CE and AT
- For Basic Training, including parent provider training, BT 30 and BT70, Union Time is 30 minutes; preferably at the start of the first of class.
- For CE and AT, Union Time is 15 minutes.
- In the event that the contractor is deemed responsible for Union Time not occurring during its scheduled time the Training Partnership may remove scheduled instructional hours allotted to the contractor.

APPENDIX 8

Approved Language List

Contractor will have the ability to provide learning experiences in multiple languages as designated by the Training Partnership. Examples of languages are: Amharic, Arabic, Cambodian/Khmer, Cantonese, English, Korean, Laotian, Russian, Somali, Spanish, Tagalog, and Vietnamese. Language Instructors must be bilingual in English and the language of their class. Instructors may not be replaced with an interpreter in lieu of a bilingual Instructor without written approval from Training Partnership. Required languages are subject to change dependent upon population demand. Should a change occur, Training Partnership will provide an updated list in writing.

Required Languages

- Amharic
- Arabic
- Cambodian/Khmer
- Cantonese
- English
- Korean
- Laotian
- Russian
- Somali
- Spanish
- Tagalog
- Ukrainian
- Vietnamese